



**King County**

**Finance and Business Operations Division**  
**Procurement and Contract Services Section**  
 Exchange Building, 8<sup>th</sup> Floor, EXC-FI-0862  
 821 Second Avenue,  
 Seattle, WA 98104-1598  
 (206) 684-1681

**PURCHASE ORDER**  
**NO. B12737B**

THIS ORDER NUMBER MUST APPEAR ON ALL  
 INVOICES, PACKING SLIPS, PACKAGES, ETC.

PURCHASE ORDER DATE  
 11/01/02

DELIVERY DATE

BID NUMBER

REQUISITION NUMBER  
 N05344N

VENDOR NAME AND ADDRESS

VENDOR NO.  
 115896

BILL TO IN DUPLICATE "SHIP TO" ADDRESS  
 UNLESS OTHERWISE NOTED

ECOLIGHTS NORTHWEST  
 PO BOX 94291

SEATTLE

WA 98124

VARIOUS K.C. DEPARTMENTS, DIVISIONS &  
 AGENCIES THROUGHOUT KING COUNTY  
 VARIOUS CITIES WA 98000

CONTACT CRAIG LORCH  
 TEL. NO. 206/343-1247

TERMS NET 30 DAYS

F.O.B. POINT  
 DESTINATION

SHIP VIA

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	1.00	EA	<p>RECYCLING SERVICES</p> <p>TERMS:</p> <p>TERM SERVICE AGREEMENT</p> <p>* CHANGE ORDER #4 (01-24-06)</p> <p>* CHANGE ORDER ISSUED TO EXTEND THE CONTRACT TO            FURNISH LAMP WASTE RECYCLING SERVICES AS REQUESTED            BY AUTHORIZED KING COUNTY PERSONNEL DURING THE            PERIOD FROM FEBRUARY 1, 2006 THROUGH            JANUARY 31, 2007 IN ACCORDANCE WITH THE            CITY OF SEATTLE CONTRACT #0000000268 INCORPORATED            BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>* ESTIMATED ANNUAL DOLLAR AMOUNT NTE \$10,000.00</p> <p>*****</p> <p>ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE            SAME            MOST FAVORED CUSTOMER</p> <p>* KING COUNTY SHALL NOT PAY A HIGHER PRICE THAN THAT            OF ANOTHER CUSTOMER. ANY SPECIAL PROMOTIONS,            DEALER INCENTIVE PROGRAMS, PRICE CUTS, REBATES,            OR WARRANTY EXTENSIONS OFFERED TO SIMILAR            CONTINUED, NEXT PAGE</p>	1.0880	

LINE	P.O. NO. & SUFFIX	ORG. UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH.	AMOUNT	SUB TOTAL	W.S.S.T.	FREIGHT	TOTAL	F.T.S.	A.F.S.	A.A.W.	M.W.B.W.
	B12737B	0000	53547									1105	1105		

BUYER KATHLEEN HILLIARD

NO DELIVERIES ACCEPTED  
 UNLESS ACCOMPANIED BY  
 PACKING SLIP OR WAYBILL.

PURCHASING MANAGER D. R. LEACH

BY *[Signature]*

BY *[Signature]*

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREON AND ANY SPECIAL PROVISIONS,  
 CONDITIONS OR SPECIFICATIONS AS INVOKED IN THE BODY OF THIS PURCHASE ORDER. FEDERAL EXCISE TAX EXEMPTION CERTIFICATE  
 WILL BE FURNISHED UPON REQUEST.

VENDOR



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PURCHASE ORDER

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PURCHASE ORDER DATE 11/01/02		DELIVERY DATE		BID NUMBER		REQUISITION NUMBER N05344N					
VENDOR NAME AND ADDRESS ECOLIGHTS NORTHWEST PO BOX 94291 SEATTLE WA 98124				VENDOR NO. 115896				BILL TO IN DUPLICATE "SHIP TO" ADDRESS UNLESS OTHERWISE NOTED KAREN HAMILTON VARIOUS K.C. DEPARTMENTS, DIVISIONS & AGENCIES THROUGHOUT KING COUNTY VARIOUS CITIES WA 98000			
CONTACT CRAIG LORCH TEL. NO. 206/343-1247				TERMS NET 30 DAYS		F.O.B. POINT DESTINATION		SHIP VIA			
ITEM	QUANTITY	UNIT	DESCRIPTION					PRICE	AMOUNT		
			GOVERNMENTAL ACCOUNTS DURING THE COURSE OF THE CONTRACT SHALL BE PASSED ON TO KING COUNTY.								
LINE	P.O. NO. & SUFFIX	ARMS CODING BLOCK					AMOUNT	SUB TOTAL			
		ORG. UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH.		W.S.S.T.			
								FREIGHT			
								TOTAL			
								P.I.R.	AFF	A.A.W.	M.W.B.W.
BUYER BY KATHLEEN HILLIARD			NO DELIVERIES ACCEPTED UNLESS ACCOMPANIED BY PACKING SLIP OR WAYBILL.				PURCHASING MANAGER D. R. LEACH BY				

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VENDOR



**King County**

**Finance and Business Operations Division**  
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 321 Second Avenue,  
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**PURCHASE ORDER**  
**NO. B12737B**

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PURCHASE ORDER DATE  
**11/01/02**

DELIVERY DATE

BID NUMBER

REQUISITION NUMBER  
**N05344N**

VENDOR NAME AND ADDRESS  <b>ECOLIGHTS NORTHWEST</b> <b>PO BOX 94291</b>  <b>SEATTLE WA 98124</b>		VENDOR NO. <b>115896</b>	BILL TO IN DUPLICATE SHIP TO ADDRESS UNLESS OTHERWISE NOTED <b>KAREN HAMILTON</b>  <b>VARIOUS K.C. DEPARTMENTS, DIVISIONS &amp; AGENCIES THROUGHOUT KING COUNTY</b> <b>VARIOUS CITIES WA 98000</b>
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CONTACT TEL. NO. <b>CRAIG LORCH</b> <b>206/343-1247</b>	TERMS <b>NET 30 DAYS</b>	F.O.B. POINT <b>DESTINATION</b>	SHIP VIA
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ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
1			<b>RECYCLING SERVICES</b>  <b>TERMS:</b> <b>TERM SERVICE AGREEMENT</b> * <b>CHANGE ORDER #3 (02-11-05)</b> * <b>CHANGE ORDER ISSUED TO EXTEND THE CONTRACT TO FURNISH LAMP WASTE RECYCLING SERVICES AS REQUESTED BY AUTHORIZED KING COUNTY PERSONNEL DURING THE PERIOD FROM FEBRUARY 1, 2005 THROUGH JANUARY 31, 2006 IN ACCORDANCE WITH THE CITY OF SEATTLE CONTRACT #0000000268 INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</b> * <b>ESTIMATED ANNUAL DOLLAR AMOUNT NTE \$10,000.00 MOST FAVORED CUSTOMER</b> * <b>KING COUNTY SHALL NOT PAY A HIGHER PRICE THAN THAT OF ANOTHER CUSTOMER. ANY SPECIAL PROMOTIONS, DEALER INCENTIVE PROGRAMS, PRICE CUTS, REBATES, OR WARRANTY EXTENSIONS OFFERED TO SIMILAR GOVERNMENTAL ACCOUNTS DURING THE COURSE OF THE CONTRACT SHALL BE PASSED ON TO KING COUNTY.</b>		

ARMS CODING BLOCK							AMOUNT	
LINE	PO. NO. & SUFFIX	ORG. UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH.	SUB TOTAL	
	B12737B	0000	53547				W.S.S.T.	
							FREIGHT	
							TOTAL	
							P.I.R. 1105	AFF 1105
							A.A.W.	M.W.B.W.

BUYER BY <i>K Hilliard</i> <b>KATHLEEN HILLIARD</b>	NO DELIVERIES ACCEPTED UNLESS ACCOMPANIED BY PACKING SLIP OR WAYBILL.	PURCHASING MANAGER BY <i>[Signature]</i> <b>D. R. LEACH</b>
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**PURCHASING**

BUC 010-1-H1 (Rev 7/00)



**King County**

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**Procurement and Contract Services Section**  
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 (206) 684-1681

**PURCHASE ORDER**

**NO. B12737B**

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VENDOR NAME AND ADDRESS  <b>ECOLIGHTS NORTHWEST</b> <b>P. O. BOX 94291</b>  <b>SEATTLE</b>	VENDOR NO. <b>115896</b>	BILL TO IN DUPLICATE SHIP TO ADDRESS UNLESS OTHERWISE NOTED <b>KAREN HAMILTON</b>  <b>VARIOUS K.C. DEPARTMENTS, DIVISIONS &amp;</b> <b>AGENCIES THROUGHOUT KING COUNTY</b> <b>VARIOUS CITIES</b> <b>WA 98000</b>
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CONTACT <b>CRAIG LORCH</b> TEL. NO. <b>206/343-1247</b>	TERMS <b>NET 30 DAYS</b>	F.O.B. POINT <b>DESTINATION</b>	SHIP VIA
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ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	1.00	EA	<b>RECYCLING SERVICES</b>  <b>TERMS:</b> <b>TERM SERVICE AGREEMENT</b> * <b>CHANGE ORDER #2 (02-03-04)</b> * <b>CHANGE ORDER ISSUED TO EXTEND THE CONTRACT TO</b> <b>FURNISH LAMP WASTE RECYCLING SERVICES AS REQUESTED</b> <b>BY AUTHORIZED KING COUNTY PERSONNEL DURING THE</b> <b>PERIOD FROM FEBRUARY 1, 2004 THROUGH</b> <b>JANUARY 31, 2005 IN ACCORDANCE WITH THE</b> <b>CITY OF SEATTLE CONTRACT #0000000268 INCORPORATED</b> <b>BY REFERENCE AS IF FULLY SET FORTH HEREIN.</b> * <b>ESTIMATED ANNUAL DOLLAR AMOUNT NTE \$10,000.00</b> <b>HOT FAVORED CUSTOMER</b> * <b>KING COUNTY SHALL NOT PAY A HIGHER PRICE THAN THAT</b> <b>OF ANOTHER CUSTOMER. ANY SPECIAL PROMOTIONS,</b> <b>DEALER INCENTIVE PROGRAMS, PRICE CUTS, REBATES,</b> <b>OR WARRANTY EXTENSIONS OFFERED TO SIMILAR</b> <b>GOVERNMENTAL ACCOUNTS DURING THE COURSE OF THE</b> <b>CONTRACT SHALL BE PASSED ON TO KING COUNTY.</b>	1.0880	

**KING COUNTY**  
**FEB 11 2004**  
**PROCUREMENT**

LINE P.O. NO. & SUFFIX		ARMS CODING BLOCK					AMOUNT				
		ORG. UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH.		SUB TOTAL			
B12737B		0000	53547					W.S.T.			
								FREIGHT			
								TOTAL			
								P.I.R.	AFF	A.A.W.	M.W.B.W.
								1105	1105		

BUYER <b>KATHLEEN O'CONNOR</b> BY <i>Ka O'Connor</i>	NO DELIVERIES ACCEPTED UNLESS ACCOMPANIED BY PACKING SLIP OR WAYBILL.	PURCHASING MANAGER <b>D. R. LEACH</b> BY <i>DR Leach</i>
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**PURCHASING**

BUC 010-1-H1 (Rev. 7/00)



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<b>1</b>	<b>1.00</b>	<b>EA</b>	<b>RECYCLING SERVICES</b>  <b>TERMS:</b> <b>TERM SERVICE AGREEMENT</b> <b>*</b> <b>CHANGE ORDER #1 (10-08-03)</b> <b>*</b> <b>CHANGE ORDER ISSUED TO EXTEND THE CONTRACT TO</b> <b>FURNISH LAMP WASTE RECYCLING SERVICES AS REQUESTED</b> <b>BY AUTHORIZED KING COUNTY PERSONNEL DURING THE</b> <b>PERIOD FROM NOVEMBER 1, 2003 THROUGH</b> <b>JANUARY 31, 2004 IN ACCORDANCE WITH THE</b> <b>CITY OF SEATTLE CONTRACT #0000000268 INCORPORATED</b> <b>BY REFERENCE AS IF FULLY SET FORTH HEREIN.</b> <b>*</b> <b>ESTIMATED ANNUAL DOLLAR AMOUNT NTE \$10,000.00</b> <b>MOST FAVORED CUSTOMER</b> <b>*</b> <b>KING COUNTY SHALL NOT PAY A HIGHER PRICE THAN THAT</b> <b>OF ANOTHER CUSTOMER. ANY SPECIAL PROMOTIONS,</b> <b>DEALER INCENTIVE PROGRAMS, PRICE CUTS, REBATES,</b> <b>OR WARRANTY EXTENSIONS OFFERED TO SIMILAR</b> <b>GOVERNMENTAL ACCOUNTS DURING THE COURSE OF THE</b> <b>CONTRACT SHALL BE PASSED ON TO KING COUNTY.</b>		

**KING COUNTY**  
**OCT 15 2003**  
**PROCUREMENT**

LINE	R.O. NO. & SUFFIX	ORG. UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH.	AMOUNT	SUB TOTAL	W.S.S.T.	FREIGHT	TOTAL	P.I.R.	AFF	A.A.W.	M.W.B.W.
	<b>B12737B</b>	<b>0000</b>	<b>53547</b>									<b>1105</b>	<b>1105</b>		

BUYER <b>KATHLEEN O'CONNOR</b> BY <i>Ka O'Connor</i>	NO DELIVERIES ACCEPTED UNLESS ACCOMPANIED BY PACKING SLIP OR WAYBILL.	PURCHASING MANAGER <i>DR Leach</i> <b>D. R. LEACH</b>
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VENDOR NAME AND ADDRESS

VENDOR NO.

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BILL TO IN DUPLICATE SHIP TO ADDRESS

UNLESS OTHERWISE NOTED

KAREN HAMILTON

ECOLIGHTS NORTHWEST  
P. O. BOX 94291

SEATTLE

WA 98124

VARIOUS K.C. DEPARTMENTS, DIVISIONS &  
AGENCIES THROUGHOUT KING COUNTY  
VARIOUS CITIES WA 98000

CONTACT CRAIG LORCH  
TEL. NO. 206/343-1247

TERMS

NET 30 DAYS

F.O.B. POINT

DESTINATION

SHIP VIA

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	1.00	EA	<p>RECYCLING SERVICES</p> <p>TERMS:</p> <p>FURNISH LAMP WASTE RECYCLING SERVICES AS REQUESTED BY AUTHORIZED KING COUNTY PERSONNEL DURING THE PERIOD FROM NOVEMBER 1, 2002 THROUGH OCTOBER 31, 2003 IN ACCORDANCE WITH THE CITY OF SEATTLE CONTRACT #00000000268 INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>* ESTIMATED ANNUAL DOLLAR AMOUNT NTE \$10,000.00 MOST FAVORED CUSTOMER</p> <p>* KING COUNTY SHALL NOT PAY A HIGHER PRICE THAN THAT OF ANOTHER CUSTOMER. ANY SPECIAL PROMOTIONS, DEALER INCENTIVE PROGRAMS, PRICE CUTS, REBATES, OR WARRANTY EXTENSIONS OFFERED TO SIMILAR GOVERNMENTAL ACCOUNTS DURING THE COURSE OF THE CONTRACT SHALL BE PASSED ON TO KING COUNTY.</p>		

KING CO.  
PROCUREMENT  
OCT 25 2002

LINE	P.O. NO. & SUFFIX	ORG. UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH.	AMOUNT	SUB TOTAL
	B12737B	0000	53547					
								W.S.S.T.
								FREIGHT
								TOTAL
								P.I.R. AFF A.A.W. M.W.B.W.

BUYER KATHLEEN O'CONNOR

NO DELIVERIES ACCEPTED  
UNLESS ACCOMPANIED BY  
PACKING SLIP OR WAYBILL.

PURCHASING MANAGER

D. R. LEACH

BY *Ka O'Connor*BY *D. R. Leach*

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PURCHASING



The City of Seattle  
**PURCHASING SERVICES**  
700 - 3<sup>rd</sup> AVE #910  
Seattle, WA 98104-1808

## VENDOR CONTRACT

Vendor Contract # 0000000268		Date 02/29/00	Change Order #
Payment Terms Net 30	Freight Terms Prepaid & Allowed		
Buyer: Wiley Thompson	FAX: 206-233-5155	Phone: 206-684-4515	

Vendor #: 95486  
ECOLIGHTS NORTHWEST  
PO BOX 94291  
Seattle, WA 98124

Contact: Craig Lorch  
Title:  
Phone #: 206-343-1247  
Fax #: 206-343-7445

Ship To:  
CITY DEPARTMENTS

Bill To:  
SEE BELOW

ECOLIGHTS NORTHWEST is awarded a contract for providing the City of Seattle CITY DEPARTMENTS with LAMP WASTE RECYCLING for a four (4) year term from 02/01/00 to 01/31/04, with the option of extending for additional terms or portions as mutually agreed and specified in Attachment 1 - Specifications, Attachment 2 - Terms and Conditions, Attachment 3 - Pricing Sheet, and Attachment 4 - Insurance.

Orders shall be placed by CITY DEPARTMENTS and in accordance with Attachment #1. Invoices shall be mailed in duplicate to the CITY DEPARTMENT, Accounts Payable, per attached list. Each invoice shall indicate Contract #0000000268.

The City does not guarantee utilization of this contract. This contract is subject to cancellation by either party upon thirty (30) days advanced written notice. The City may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the City.

This contract is subject your bid of 11/23/99.

If prompt delivery/service or pick-up of contract materials cannot be effected, please notify Wiley Thompson, ESD/Purchasing Services, at 206-684-4515.

Authorized Signature/Date

*Wiley Thompson* 2/29/00

**ECOLIGHTS NORTHWEST**  
**PO BOX 94291**  
**Seattle, WA 98124**  
**TEL: 206-343-1247**  
**FAX: 206-343-7445**

**LAMP WASTE - RECYCLING**  
**PRICING SHEET**

FLUORESCENT LAMPS – (For pickup, transporting, and recycling)

Straight tubes	100 to 1000 tubes	Cost per foot: \$.	.06
	1000 to 10,000 tubes	Cost per foot: \$.	.05
	Over 10,000 tubes	Cost per foot: \$.	.04
U-tubes	\$ .50 ea.		
Circular	\$ .50 ea.		
Compact	\$ .25 ea.		
Crushed	\$ .65 lb.		

HIGH INTENSITY DISCHARGE LAMPS – (For pickup, transporting, and recycling)

High-pressure sodium	\$ .75 ea.
Low pressure sodium	\$ .75 ea.
Mercury vapor	\$ .75 ea.
Metal hydride	\$ .75 ea.
Crushed	\$ .65 lb.

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All lamp waste materials should be boxed or packaged appropriately and ready for pickup by the Contractor. In the event the Contractor is required to box or prepare the lamp waste for pickup, the added labor cost shall be \$ 35.00 per hour.

Transportation cost for pick-up from outlying facilities, (i.e. Skagit, Boundary): Least cost of either \$.50 per mile from Seattle City limits or using authorized common carrier.

55 gallon steel drum for crushed lamps: No Charge.



**ECOLIGHTS NORTHWEST**  
**PO BOX 94291**  
**Seattle, WA 98124**  
**TEL: 206-343-1247**  
**FAX: 206-343-7445**

## **LAMP WASTE RECYCLING**

### **SCOPE OF WORK:**

**This Attachment #1 modifies preprinted form terms and conditions issued by the City including, but not limited to, Attachments # 2 and 3 and both supplements and takes precedence over such terms and conditions.**

This Contract with the City of Seattle is for the pickup, transport, and recycle of lamp waste generated by City Departments. Transportation and related lamp waste disposal shall comply with all applicable Environmental or Safety Laws.

The Contract is for a period of four years, from 2/01/00 to 1/31/04 with the option of extending for additional terms or portions. Extensions shall be by mutual agreement.

The City may award contracts to other vendors for similar products or services or use other vendors or contracts for recycling of its wastes and related services. The City is not obligated to the Contract.

Ownership: During the term of this Contract, the Contractor shall have ownership of one or more of the facilities used for recycling under the Contract.

### **1. PICKUP LOCATIONS:**

Site locations for the pickup of spent lamps shall be determined by the authorized City department representative requesting the service. It is anticipated that most all pickup sites will be located within King County. However, the City may require pickups from locations outside of King County.

### **2. COMPLIANCE WITH LAWS:**

The Contractor shall accomplish all services in a timely and appropriate manner, and, at no additional expense to the City, shall comply with all applicable laws affecting performance of the Contract, including but not limited to all federal, state, and local laws, county and city ordinances, Environmental or Safety Law, implementing regulations, and governmental orders, permits, licenses, approvals, and authorizations.

**3. COMPLIANCE AND PERMITS:**

The Contractor and subcontractors, at no additional expense to the City, shall maintain current and in full force and effect during the term of the Contract any and all identification numbers, licenses, permits and other governmental approvals or authorizations required by all applicable Environmental or Safety Law for the services and activities covered by the Contract, and shall comply with all requirements thereof.

The Contractor shall promptly notify the City in writing within five (5) business days of any change in the Contractor or any subcontractor's Environmental or Safety Law permit, license or compliance status, including but not limited to any citation, notice of violation, administrative order, court order, judgment, removal or remedial action, corrective action, or other enforcement action by any regulatory entity or agency involving the Contractor or subcontractor for violation of any Environmental or Safety Law. The Contractor shall fully cooperate with the City in its investigation of compliance and permitting matters.

The Contractor is solely responsible for its and its subcontractors' compliance. Nothing in the Contract, including the City's knowledge or receipt, review, acceptance or approval of the Contractor or subcontractor's permits, licenses, governmental approvals or authorizations, insurance documentation, safety plans, other plans or other regulatory or compliance information, shall be construed to waive any rights of the City, nor shall relieve the Contractor of any legal obligation, including but not limited to the obligation to provide a safe and healthful working environment.

Wastes handled pursuant to the Contract shall not be transferred to any facility or receiving unit that, at the time of delivery, is deemed by EPA to be ineligible to receive waste pursuant to the CERCLA off-site policy and 42 U.S. C. 9621 (d) (3), and other applicable authority. Upon City request, the Contractor shall provide proof of government notification regarding eligibility.

Wastes handled pursuant to the Contract shall not be transferred to any facility that, at the time of delivery, is Clean Air Act or Clean Water Act ineligible for federal contracting pursuant to 40 CFR, Part 32.

**4. SUBCONTRACTORS:**

The Contractor shall not employ the services of any subcontractor in performance of the Contract without thirty (30) days prior written notification to the City, unless the City agrees to a shorter time. The City reserves the right to reject any subcontractor proposed after the Contract is executed.

All work subcontracted shall come under the provisions of the Contract and shall be the responsibility of the Contractor. Any additional costs caused by the work of subcontractors in

violation of this section or by delays due to failure to comply with this section shall be borne by the Contractor.

**5. DOCUMENTING AND TRANSPORTING BY CONTRACTOR:**

To schedule a pick-up, an authorized representative of a User Department shall contact the Contractor. Within no more than fifteen (15) business days of the date the User Department has identified the shipment contents and notified the Contractor, the waste shall be picked up for shipment.

DOT Requirements: Every transporter shall maintain an EPA/state Identification Number as a transporter of hazardous waste and any other identification or registration required for transportation of materials under this Contract. All vehicles used for transport of waste under the Contract shall be equipped with appropriate spill containment and loading mechanisms, and shall meet the federal Department of Transportation requirements and other Environmental or Safety Law.

All drivers used in hauling of materials under this Contract shall have and maintain the hazardous materials endorsement for their commercial driver's license. All drivers shall be trained in accident prevention, defensive driving, proper loading and unloading procedures, use of personal protective equipment, and emergency response to spills or accidents, as required by applicable Environmental or Safety Law. Training shall include refresher courses. Transporters shall maintain a health and safety plan for employees and a spill prevention and response plan for vehicles.

The Contractor shall be responsible for placarding the transportation vehicle in accordance with DOT regulations. Placarding required by DOT regulations shall be provided by the Contractor at no additional charge to the City.

**6. Title to Waste:**

The Contractor shall take title to and sole custody of the wastes, at the earlier of: (1) when the task of loading begins by the Contractor or its subcontractor, or (2) at the point of unloading at the recycling facility.

**7. Manifest:**

If manifesting is required by Environmental or Safety Law, a Uniform Hazardous Waste Manifest shall be completed by the Contractor for all lamp waste; unless otherwise requested by the User Department. Unless otherwise requested by the User Department, the Contractor shall complete the Uniform Hazardous Waste Manifest at no additional cost to the City.

Unless otherwise requested by the User Department, the Contractor shall serve as the twenty-four (24) hour emergency contact to be listed on the manifest.

Every manifest shall state at Block "15" that a Certificate of Recycling or Destruction is required for all wastes on the manifest. In addition, the User Department reserves the right to specify at Block "15": (1) the method of waste disposition, and (2) any additional special instructions.

At no additional cost and upon request of a User Department, the Contractor shall promptly provide copies of all manifests, including any generated after the initial pick-up.

The Contractor shall notify the City immediately, verbally and in writing, of any changes to be made to the manifest after shipment from a City facility.

**8. TRANSPORTING BY USER DEPARTMENT FOR RECYCLING:**

If allowed by law, and if a price is established in the Contract for recycling, a user department may opt to transport lamp waste for recycling to the Contractor's facility, and will provide a bill of lading to the Contractor. The user department will notify the Contractor of a delivery at least 24 hrs prior to the delivery. The Contractor shall not require a minimum quantity of lamp waste for delivery and shall unload lamps from the user department's vehicle(s). Within 45 days of delivery, Contractor shall provide a Certificate of Recycling.

**9. FACILITIES FOR LAMP WASTE MANAGEMENT:**

Any recycling facility which the Contractor uses for recycling in performance of the Contract shall hold a valid EPA Identification Number for handling lamp waste, if such is required by law, have any and all federal, state, and local approvals required to operate as a recycling facility, and be authorized to provide the services.

The Contractor shall notify the City in writing within three (3) business days of any changes in ownership of the facilities of the Contractor, or of the facilities of any subcontractor, or a change in ownership of a recycling facility or transporter. In addition, the Contractor shall notify the City in writing as soon as possible and in no event later than three (3) business days, after any decision by the Contractor to change or discontinue service that will effect services provided to the City under the Contract.

The Contractor shall notify the City in writing within three (3) business days of any changes in ownership of the facilities of the Contractor, or of the facilities of any subcontractor or transporter. In addition, the Contractor shall notify the City in writing as soon as possible and in no event later than three (3) business days, after any decision by the Contractor to change or discontinue service that will effect services provided to the City under the Contract.

ACCESS AND REVIEW: The City may visit and view any of the offices, premises, facilities and vehicles of the Contractor and the Contractor's actual or proposed subcontractors, with reasonable notice during the terms of the Contract and any renewals. The Contractor and its

actual and proposed subcontractors shall allow the City access to all facilities and to view annual financial statements, environmental, safety, and training records upon request, and shall assist authorized City personnel in visiting, viewing and reviewing the Contractor and subcontractor's facilities and records and in copying records. The parties may reach a reasonable agreement regarding the copying of records.

**10. CERTIFICATES OF RECYCLING OR DESTRUCTION:**

At no additional cost to the City, the Contractor shall provide to the user department's evidence of Final Recycling or Destruction of all lamp waste managed pursuant to the Contract. All documentation shall include the Uniform Hazardous Waste Manifest numbers or the date on the bill of lading, whichever applies, for the waste(s) shipped.

CERTIFICATES OF RECYCLING: At no additional cost to the City, whether or not a manifest is required, the Contractor shall ensure that the City receives in a timely manner the following evidence of recycling pursuant to the Contract. For lamp waste recycled pursuant to the contract, the recycling facility shall prepare, in a form acceptable to the City, and sign, a Certificate of Recycling which, for each shipment, identifies at a minimum: the name, address, and EPA ID Number of the qualified recycler, if such is required by law, the manifest number or the bill of lading date on which the lamps were transported to the qualified recycler, the name of the User Department and their authorized representative, a description of the lamps and the quantity of lamps, the date of recycling, and the following statement of certification, signed and dated by the representative of the authorized recycler: "Under civil and criminal fraudulent statements or representations, I certify that the information contained in or accompanying this document is true, accurate, and complete."

The Contractor shall provide to the User Department the required Certificate of Recycling no later than forty-five (45) days from the pick-up date on the manifest/bill of lading used to transport the lamp waste from the User Department.

At no additional cost and upon request, the Contractor shall promptly provide to the appropriate department or contract administrator accurate and timely status reports for any lamps transported under the Contract, for which the Certificate of Recycling has not been received.

**11. SPILL RESPONSIBILITIES:**

The Contractor is solely responsible for any and all spills or leaks, except those caused by the sole negligence of the City, during the performance of the Contract. The Contractor shall comply with all Environmental or Safety Law in the event of a spill or leak. Except for spills or leaks caused by the sole negligence of the City, the Contractor shall contain and clean up, at no additional cost to the City, any and all spills or leaks to the satisfaction of the City and in a manner that complies with all applicable Environmental or

Safety Law.

The Contractor shall report all spills and leaks involving the City's lamp waste within twenty-four (24) hours of discovery by telephone to the user department.

The Contractor shall have a written emergency response plan in place pertaining to all aspects of performing the Contract, including but not limited to personnel training.

**12. PAYMENT:**

Invoices will not be processed for payment until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of the Contractor has been attained

The Contractor shall provide an original and two (2) copies of invoices. Invoices should be forwarded to the ordering department and directed to the attention of the department's authorized representative identified in writing to the Contractor.

**Payment Options:**

- a. Single Payment Option: No payment shall be due or made to the Contractor until after the user department has received the "original" generator copy of the manifest returned from the TSDF or received a copy of the Bill of Lading.
- b. Two-Part Payment Option: At the option of the user department, for waste management services for which a Certificate of Recycling is required by this Contract, 90% of payment shall be due and paid after receipt of the "original" generator copy of the manifest returned from the TSDF or a copy of the Bill of Lading. The balance (10%) of the payment shall be due and paid after receipt of the Certificate of Recycling by the user department.

The Contractor shall accommodate the needs of individual user departments regarding invoicing for two-part payment services. The user department shall notify the Contractor of its choice to use the two-part payment option. Otherwise, the single payment option shall be used.

**13. PRICE ADJUSTMENTS:**

During the contract period pricing shall remain firm and fixed for at least 365 calendar days after the effective date of the contract. Adjustments in pricing will be:

- a. considered by the City after firm fixed price period on a pass through basis only. A minimum of 30 calendar days advance written notice of a price increase is required which is to be accompanied by sufficient documentation to justify the requested increase;

- b. acceptance will be at the discretion of the City's Purchasing Section and shall:
1. not produce a higher profit margin than that on the original contract;
  2. clearly identify the items or services impacted by the increase;
  3. be filed with the City's Purchasing Section a minimum of 30 calendar days before the effective date of proposed increase;
  4. be accompanied by documentation acceptable to the City's Purchasing Section sufficient to warrant the increase;
  5. approved price adjustments shall remain unchanged for at least 365 calendar days thereafter;

During the contract period, any price declines or cost reductions to the Contractor shall be reflected in a reduction of the contract price retroactive to the Contractor's effective date.

During the term of this contract, should the Contractor enter into pricing agreements with other customers providing greater benefits or pricing, Contractor shall immediately amend the City's contract to provide similar pricing to the City if the contract with other customers offers similar services and conditions impacting pricing. The Contractor shall immediately notify the City of any such contracts entered into by the Contractor.

#### **14. REPORTS AND MEETINGS:**

The Contractor shall keep complete and accurate records of lamp waste managed pursuant to the Contract, including the status, location and disposition of the lamp waste and any facilities and subcontractors handling the lamp waste. At no additional cost and upon request, the Contractor shall promptly provide to the City accurate and timely status reports for any lamp waste managed under the Contract, for which the City has not received the Certificate of Recycling. Upon periodic request by the City, the Contractor shall meet with the City to discuss Contract progress.

#### **15. INSURANCE:**

Prior to the commencement of work for this project, the Contractor shall secure and maintain at no expense to the City, policy or policies of insurance in accordance with the provisions shown on Attachment #9

#### **16. CONTRACT RESOURCES:**

A contact person for the Contractor shall be available by telephone during 8:00 AM to 5:00 PM, Pacific Standard Time, Monday through Friday, for general contract services.

**17. CONTRACT ACCOUNT REPRESENTATIVE AND SERVICE CONTACT:**

The Contractor shall identify the persons who will be the Contract account representative and assistant account representative. The Contractor shall also identify the persons who will be the service contact person on the Contract. If the Contract account representative or service contact person changes during the Contract, the Contractor shall verbally notify the City within two (2) days and follow up in writing within five (5) days of the date of change.

**18. GENERAL AND ENVIRONMENTAL INDEMNIFICATION:**

The Contractor shall take all necessary precautions for prevention of accidents, injuries and property damage. The Contractor shall indemnify, release, defend and hold the City and its officers, employees, and agents harmless from and against any and all (i) losses, claims, demands, actions, cause of action, damages, liabilities, judgments, and expenses (including reasonable attorneys' fees and expenses and consulting fees and expenses) and (ii) all other losses, claims, demands, actions, cause of action, damages, liabilities, judgments and expenses (including reasonable attorney's fees and expenses and consulting fees and expenses) relating to any hazardous, dangerous or toxic material, waste, or substance, or other pollutant or contaminant, or to compliance with any Environmental or Safety Law; arising out of or resulting from (a) the Contractor's performance or lack of performance under this Contract, (b) the violation of law or breach of this Contract by the Contractor or any of its employees, agents, or contractors, or (c) the release of any hazardous, dangerous or toxic material, waste, or substance, or other pollutant or contaminant resulting from Contractor's performance or lack of performance under this Contract or from the violation of law by, breach of this Contract by, or act or omission of the Contractor or any of its employees, agents or contractors under this Contract.

When the Contractor learns of a claim, or of circumstances reasonably likely to give rise to a claim, against the Contractor or the City, the Contractor shall immediately notify the City. In the event that any suit or claim based upon any such loss, claim, action, damage, expense, or liability is brought against the City, the Contractor, upon notice of the commencement thereof, shall defend the same at its sole cost and expense, except that the City may, at its option and the City's cost, participate in the defense with counsel of its choosing. If any final court judgment, alternative dispute resolution award or settlement be adverse to the City based on the City's sole negligence, the Contractor shall not be obligated to pay the judgment, award or settlement. In such case where the Contractor is not obligated to pay, if the City required the Contractor to undertake the City's defense, the City shall reimburse to the Contractor the amount of any reasonable attorney fees, litigation expenses and costs incurred by the Contractor in defending the City.

If both (1) a court of competent jurisdiction issues a final determination that RCW 4.24.115 governs the liability and no appeal of such determination is pending and (2) the liability was caused by or resulted from the concurrent negligence of (a) the Contractor or its officer, agent



or employee and (b) the City or its officer, agent or employee, then these indemnity provisions shall be valid and enforceable only to the extent of the Contractor's negligence.

The Contractor shall pay every judgment, alternative dispute resolution award, settlement, or other liability for which the Contractor is responsible when payment is due. If the Contractor fails to do so, and the City pays the liability, the Contractor shall pay the City interest at the statutory rate for judgments, accruing from the date the City pays the liability.

The provisions of this section have been mutually negotiated and shall survive any termination or expiration of this Contract. In the event that this section conflicts with any other provision of the Contract, this section shall control. The Contractor expressly waives, with respect to the City only, its immunity under RCW Title 5 1, Industrial Insurance.

**19. FORCE MAJEURE:**

Except where Section 2.30 in Attachment #2 applies, delay or failure of either party in the performance of its obligations hereunder shall be excused if caused by circumstance beyond the control of the party affected, including, without limitation, act of God, strikes, fire, flood, windstorm, action or request of governmental authority other than action against the party for noncompliance with law, and inability to obtain material, equipment, or services, provided that a prompt notice of such delay or failure is given and the affected party diligently attempts to remove the cause.

**20. NOTICE TO CITY OF LABOR DISPUTES:**

Whenever the Contractor has knowledge that any actual or potential labor dispute threatens to delay the timely performance of the Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting, Administration and Compliance Section.

**DEFINITIONS**

CITY means The City of Seattle, a municipal corporation of the State of Washington

CONTRACT means a contract that may result from the bidding process and these General Conditions and Specifications, together with any extensions. The following documents, as applicable, shall be held to be essential portions of the complete Contract; Invitation To Bid, advertisement, possible addenda, General Conditions, Specifications, E.E.O provisions, Contractor's bid, Insurance Certificate and documentation, Contract, and possible change orders.

Contractor means the party contracting with The City of Seattle pursuant to the bidding process, RFQ and this Scope of Work.

ENVIRONMENTAL OR SAFETY LAW means the Federal Water Pollution Control Act, the Clean Air Act, the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act, the Toxic Substance Control Act ("TSCA"), the Occupational Safety and Health Act, the Hazardous Materials Transportation Act, the Hazardous Materials Transportation Uniform Safety Act, the Oil Pollution Act of 1990, the Washington Water Pollution Control Act, the Clean Air Washington Act, the Washington Hazardous Waste Management Act (the "HWMA"), the Washington Model Toxics Control Act ("MTCA"), the Washington Industrial Safety and Health Act, the Washington Worker and Community Right to Know Act, and the Washington Oil and Hazardous Substance Spill Prevention and Response Act, together with all regulations promulgated under any such authority, and any and all other current or future federal, state, regional, local or international statutes, regulations, rules, ordinances, orders, court or regulatory agency directives, permits, licenses, governmental authorizations and common law causes of action that apply to (1) any hazardous substance or material regulated or restricted under CERCLA, RCRA, TSCA, MTCA, or the HWMA; (2) any other pollutant, contaminant, or waste; (3) the health or safety of persons; or (4) the protection of the environment or land use. Environmental or Safety Law includes past and future amendments and supplements.

RECYCLING means to legally reclaim or recover lamp component materials. Reclaim means to process a material in order to recover useable products, or to regenerate the material. Recover means to extract a useable material from a solid or hazardous waste through a physical, chemical, biological, or thermal process.

LAMP RECYCLING FACILITY means any authorized recycler where lamps are recycled.

USER DEPARTMENT means any authorized department of the City of Seattle.

**ECOLIGHTS NORTHWEST**  
**PO BOX 94291**  
**Seattle, WA 98124**  
**TEL: 206-343-1247**  
**FAX: 206-343-7445**

**LAMP WASTE RECYCLING  
INSURANCE**

**LIABILITY INSURANCE.** The Contractor shall, at all times during the term of this Agreement, obtain and maintain continuously, at its own expense, and file with the Purchasing Services Contract Administrator and the City's Risk Manager, evidence of a policy or policies of insurance as enumerated below:

1) A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form: (CG 00 01) or equivalent; including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap or Employers Contingent Liability
- Explosion, Collapse, or Underground (XCU), (as applicable)\*
- Liquor Liability/Host Liquor Liability (as applicable)\*
- Fire Damage Legal

\*These coverages are only required when the Contractors work under this agreement includes exposures to which these specified coverages respond.

Such policy(ies) must provide the following minimum limit:

**Bodily Injury and Property Damage -**

\$ 2,000,000	General Aggregate
\$ 2,000,000	Products & Completed Operations Aggregate
\$ 1,000,000	Personal & Advertising Injury
\$ 1,000,000	Each Occurrence
\$ 100,000	Fire Damage

**Stop Gap Employers Liability -**

\$ 1,000,000	Each Accident
\$ 1,000,000	Disease - Policy Limit
\$ 1,000,000	Disease - Each Employee

- 2) A policy of Business Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, Symbol 1 (any Auto), with an MCS 90 and a CA 9948 endorsement attached if "pollutants" as defined in exclusion 11 of the commercial auto policy are to be transported.

Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage -  
\$ 5,000,000 per accident

- 3) A policy of Worker's Compensation. As respects Workers' Compensation insurance in the state of Washington, Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Contractor shall so certify by letter signed by a corporate officer indicating that it is a qualified self insured, and setting forth the limits of any policy of excess insurance covering its employees.
- 4) Pollution Liability: A policy providing insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Contractors Pollution Liability with coverage for:

- Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- defense including cost, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;

For losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Pollution Legal Liability:

If the scope of services in this contract requires the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish evidence of insurance (in the same format as the Contractor), for pollution Legal Liability with coverage for:

- Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- defense including cost, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;

For losses that arise from the insured facility that is accepting the waste under this contract.

Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily injury or property damage.

Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

- a) Contractors Pollution Liability:  
\$1,000,000 per loss/\$5,000,000 annual aggregate
- b) Pollution Legal Liability:  
\$3,000,000 per loss/\$6,000,000 annual aggregate

Such insurance, as provided under items (1), (2) and (4) above, shall be endorsed to include the City of Seattle, its officers, elected officials, employees, agents and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the City. In addition, Contractor's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the Contractor's insurance.

- 5) Evidence of Insurance: The following documents must be provided as evidence of insurance coverage:
- A copy of the policy's declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.
  - A copy of the endorsement naming The City of Seattle as an Additional Insured (excluding Professional Liability Insurance), showing the policy number, and signed by an authorized representative of the insurance company on Form CG2010 (ISO) or equivalent.

- A copy of the "Endorsements Form List" to the policy or policies showing endorsements issued on the policy, and including any company-specific or manuscript endorsements.
- A copy of an endorsement stating that the coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City of Seattle.
- A copy of A "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that - except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought (Commercial General Liability & Business Automobile Liability Insurance).

All policies shall be subject to approval by the City's Risk Manager as to company (must be rated A-: VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker), form and coverage, and primary to all other insurance.

Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

- 6) Self-Insurance: Should Contractor be self-insured, under items (1) through (4) above, a letter from the Corporate Risk Manager, or appropriate Finance Officer, is acceptable - stipulating if actuarially funded and fund limits; plus any excess declaration pages to meet the contract requirements. Further, this letter should advise how Contractor would protect and defend the City of Seattle as an Additional Insured in their Self-Insured layer, and include claims handling directions in the event of a claim.
- 7) Subcontractors - Contractor shall include all subcontractors as insureds under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.
- 8) Changes to Coverages and (or) Limits: Coverages and (or) limits may be altered or increased as necessary, to reflect type of---or exposure to---risk. The City shall have the right periodically review the appropriateness of such limits in view of inflation and (or) changing industry conditions, and shall have the right to require an increase in such limits upon ninety (90) days prior written notice to the Vendor.

Attachment #4

VENDOR CONTRACT #0000000268

02/01/00 through 01/31/04

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On or before receipt of the Intent to Award Letter from the City of Seattle, the successful bidder should send insurance documents to:

The City of Seattle  
Contracting Services Division - Vendor Relations Section  
700 3<sup>rd</sup> Ave., Suite #910  
Seattle, WA 98104

Telephone: (206) 684-4511. FAX: (206) 684-0280